

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is made and effective this ____ day of March, 2017 by and between the **TOWN OF NEWTON**, (hereinafter referred to as the “Municipality”), with offices located at 39 Trinity Street, Newton, New Jersey, 07860, and the **ESTATE OF FREDERICK JUDGE** (hereinafter referred to as the “Estate”), with offices located at c/o Donald Hogan, Esq., 947 East Walnut Drive, Newton, New Jersey, 07860, and c/o Gary Wm. Moylen, Esq., 90 Maple Avenue, Morristown, New Jersey 07960.

RECITALS

1. The Estate is the sole owner of a Trailer Park and the land upon which said Trailer Park is located at 40-46 Orchard Street, in the Town of Newton, County of Sussex and State of New Jersey, and which is also known as Block 22.10, Lot 17 on the Tax Map of Newton, New Jersey (hereinafter referred to as the “Trailer Park”). There are 10 pads for Trailers upon this property.

2. The Trailer Park was owned by Frederick Judge, late of Newton, New Jersey, who died intestate a resident of the County of Sussex and State of New Jersey on May 25, 2015.

3. The aforesaid Frederick Judge is survived by his sisters, Carolyn Dippel of Newton, New Jersey, 07860, who is represented by Donald Hogan, Esq., 947 East Walnut Drive, Newton, New Jersey, 07860, and Patricia Rieger of Belvidere, New Jersey, who is represented by Gary Wm. Moylen, Esq., 90 Maple Avenue, Morristown, New Jersey 07960.

4. The aforesaid Carolyn Dippel and Patricia Rieger have qualified and have been appointed as the Co-Administrators of the Estate of Frederick Judge.

5. The Municipality has imposed annual fees upon the Trailer Park in the amount of \$6,000.00 per year for the years 2015, 2016 and 2017.

6. The Estate has challenged the validity of the fees imposed on the Trailer Park, claiming that said fees are excessive, unconstitutional and not supported by statute, rule or ordinance. The Municipality denies the Estate's allegations.

7. In an effort to avoid litigation over this subject, counsel for the parties have engaged in extended settlement negotiations in an attempt to resolve this matter.

8. As a result of the aforesaid negotiations, the parties have reached a settlement of this matter, and intend that this Settlement Agreement contain all of the terms of their agreement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements herein, the parties **AGREE AS FOLLOWS:**

9. The Municipality agrees to impose an annual fee for the Trailer Park : A) in the amount of \$2,400.00 for the entire property for the year 2015; B) in the amount of \$2,400 for the entire property for the year 2016; and C) in the amount of \$2,400.00 for the entire property for the year 2017. The amounts due for 2015 through 2017 shall be paid by the Estate within 30 days of the date of this Agreement.

10. Aside from the fees set forth in Paragraph 9 above, the Municipality agrees not to impose any other fees upon the Trailer Park related to Chapter 294 of the Newton Town Code, Trailer Camps. This in no way limits the right of the Municipality to assess and enforce existing property taxes for the Trailer Park.

11. The Municipality agrees to dismiss with prejudice the actions pending in in the Municipal Court of Newton under Docket No. SC-007201 for State v Patricia Reiger, Docket

No. SC-007202 for State v Carolyn Dippel and the matter of State v Donald Hogan, Esq. at the next scheduled Court date following full payment by the Estate of the amounts set forth in Paragraph 9 above.

12. The Estate agrees that the aforesaid fees are fair, equitable and constitutional, and in accord with all relevant constitutions, statutes, rules and ordinances, and agrees to pay said fees within the time periods set forth above.

13. It is agreed that the aforesaid fees are based in part upon the current level of public services provided to the Trailer Park by the Municipality, and that fees assessed after 2017 shall remain at \$2,400.00 unless the level of public services rendered to the Trailer Park substantially increase, and said increases, if any, shall be rationally related to said increase.

14. The Municipality shall enact all ordinances and rules reasonably required to effectuate the terms of this Settlement Agreement, and shall adopt and incorporate by reference this Settlement Agreement in said ordinances.

15. The Municipality hereby releases the Estate, and its principals, administrators, attorneys, successors and assigns from all liability arising out of the assessment of Trailer Park fees only, including attorneys' fees.

16. The Estate hereby releases the Municipality from any and all liability of any kind or nature arising out of this matter, and the imposition of the aforesaid fees, including any attorneys' fees.

17. It is represented that the parties signing this Settlement Agreement are authorized to bind their principals and are the appropriate persons to execute this Agreement.

18. This Settlement Agreement may be signed in counterpart.

19. This Settlement Agreement may be recorded.

BY:

Sandra Lee Diglio
Signature

Sandra Lee Diglio, Mayor
Print Name and Title

ESTATE OF FREDERICK JUDGE

Carolyn Dippel
CAROLYN DIPPEL – ADMINISTRATOR

Patricia Rieger
PATRICIA RIEGER – ADMINISTRATOR

Donald P. Hogan
DONALD HOGAN, ESQ.- Attorney for Carolyn Dippel

Gary Wm. Moyle
GARY WM. MOYLEN, ESQ, - Attorney for Patricia Rieger

Prepared By:

Gary Wm. Moyle
GARY WM. MOYLEN